



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/28/2022

Property Information	
Folio:	03-4108-009-4031
Property Address:	135 ZAMORA AVE Coral Gables, FL 33134-4047
Owner	135 ZAMORA LLC C/O R + S INTERNATIONAL
Mailing Address	1000 BRICKELL AVE 4TH FLOOR MIAMI, FL 33131 USA
PA Primary Zone	5001 HOTELS & MOTELS - GENERAL Med Density
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	6 / 6 / 0
Floors	2
Living Units	6
Actual Area	3,600 Sq.Ft
Living Area	3,600 Sq.Ft
Adjusted Area	2,923 Sq.Ft
Lot Size	5,850 Sq.Ft
Year Built	1962



Assessment Information				
Year	2022	2021	2020	
Land Value	\$702,000	\$555,750	\$539,078	
Building Value	\$145,750	\$174,012	\$168,792	
XF Value	\$2,250	\$2,260	\$2,270	
Market Value	\$850,000	\$732,022	\$710,140	
Assessed Value	\$711,049	\$646,409	\$587,645	

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$138,951	\$85,613	\$122,495
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
8 54 41 PB 25-69 CORAL GABLES DOUGLAS SEC LOT 20 BLK 39 LOT SIZE 50.000 X 117 OR 11246-1604 1081 1	

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$711,049	\$646,409	\$587,645
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$850,000	\$732,022	\$710,140
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$711,049	\$646,409	\$587,645
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$711,049	\$646,409	\$587,645

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/04/2022	\$1,000,000	33073-3918	Qual by exam of deed
10/01/1981	\$195,000	11246-1604	Sales which are qualified
03/01/1980	\$185,000	10695-0019	Other disqualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

City's Exhibit #1

**List of service addresses for January 2023 unsafe structures cases**  
 (Revised to correct Mortgagee name)

1) 135 ZAMORA AVE

<b><u>Owner (Sunbiz Principal, Mailing, And Registered Agent Address And Property Appraiser Address)</u></b> 135 Zamora LLC C/O R + S International Registered Agent Corporate Maintenance Services, Llc 1000 Brickell Ave, #400 Miami, Fl 33131-3027	<b><u>Mortgagee (Principal And Mailing Address)</u></b> Banesco USA 3155 NW 77th Ave Miami, Fl 33122-1205
<b><u>Mortgagee (Registered Agent Address)</u></b> Banesco USA C/O Interamerican Corporate Services LLC Registered Agent 2525 Ponce De Leon Blvd, Ste 1225 Coral Gables, Fl 33134-6049	



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
135 ZAMORA LLC

### Filing Information

<b>Document Number</b>	L22000006870
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	01/07/2022
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1000 BRICKELL AVE #400  
MIAMI, FL 33131

### Mailing Address

1000 BRICKELL AVE #400  
MIAMI, FL 33131

### Registered Agent Name & Address

CORPORATE MAINTENANCE SERVICES, LLC  
1000 BRICKELL AVE #400  
MIAMI, FL 33131

### Authorized Person(s) Detail

**Name & Address**

Title MGR

PARKER, THOMAS M  
1000 BRICKELL AVE #400  
MIAMI, FL 33131

Title MGR

ROJAS, MARCO E  
1000 BRICKELL AVE #400  
MIAMI, FL 33131

Title MGR

STANHAM, NICHOLAS  
1000 BRICKELL AVE #400  
MIAMI, FL 33131

Annual Reports

**No Annual Reports Filed**

Document Images

[01/07/2022 -- Florida Limited Liability](#) [View image in PDF format](#)

# CORAL GABLES

THE CITY BEAUTIFUL

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## Public Information

Search  for  ☐ Exact Phrase

Found 3 results

### Filter Results

[All](#) 3

[Permit](#) 2

[Plan](#) 1

[Next](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

**Permit Number** BLD8-22-08-0935

**Type** FBC Building (Commercial)- Alteration/Remodel

**Project Name**

**Status** Denied

**Main Parcel** 0341080094031

**Address** 135 ZAMORA AVE Coral Gables FL 33134-4047

**Description** Exterior and interior renovation 6-unit apartment building.

**Applied Date** 08/03/2022

**Issued Date**

**Expiration Date**

**Finalized Date**

[Previous](#) | [Next](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

**Permit Number** RECT-22-05-0056

**Type** Building Recertification - 10 year Recertification

**Project Name**

**Status** Denied

**Main Parcel** 0341080094031

**Address** 135 ZAMORA AVE Coral Gables FL 33134-4047

**Description** BUILDING RECERTIFICATION (YEAR BUILT 1962)

**Applied Date** 05/18/2022

**Issued Date**

**Expiration Date**

**Finalized Date**

[Previous](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

**Plan Number** BOAR-22-05-0266

**Type** Board of Architects Preliminary

**Expiration Date**

**Main Parcel** 0341080094031

**Address** 135 ZAMORA AVE Coral Gables FL 33134-4047

**Description** Existing 2- story apartment building. The primary objective is meant to preserve the character and aesthetic of the building, while bringing it up to a clean and fresh standard of quality, use and appearance- proposing a Level 1 Alteration approach of refurbishment, with no change of use or spatial configuration. The project Intent is to...

**Applied Date** 05/27/2022

**Completion Date**

**Status** Fees Due

**Project Name**

Results per page  1 - 3 of 3 << < 1 > >>

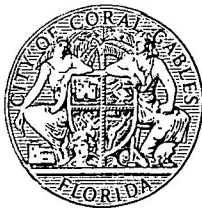
City's Exhibit #3

 [New Permit Search](#)

### Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
<a href="#">CE-20-06-7225</a>	06/30/2020	135 ZAMORA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/30/2020	06/30/2020	0.00
<a href="#">CE-19-03-4978</a>	03/06/2019	135 ZAMORA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/11/2019	03/11/2019	0.00
<a href="#">RC-12-06-9816</a>	06/26/2012	135 ZAMORA AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1962)	final		06/26/2012	0.00
<a href="#">BL-11-09-6744</a>	09/21/2011	135 ZAMORA AVE	SHUTTERS / LOUVERS / SECURITY BARS	ACCORDION SHUTTER \$1,786.80	final	09/23/2011	10/07/2011	0.00
<a href="#">AB-11-09-6472</a>	09/16/2011	135 ZAMORA AVE	BOA COMPLETE (LESS THAN \$75,000)	ACCORDION SHUTTER \$1,786.80	final	09/16/2011	01/03/2023	0.00





## The City of Coral Gables

Development Services Department  
CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

June 27, 2012

Roman Wenglowskyj & W Lucia  
7600 SW 130 Street  
Miami, FL 33156-6124

### LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

**PROPERTY FOLIO: # 03-4108-009-4031**  
**ADDRESS: 135 Zamora Avenue, Coral Gables, FL**

Dear Property Owner/Manager:

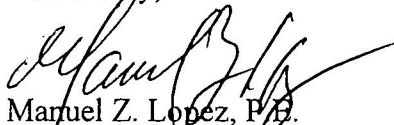
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2012. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,

  
Manuel Z. Lopez, P.E.  
Building Official

City's Exhibit #4



## The City of Coral Gables

Development Services Department  
CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

1/3/2022

**VIA CERTIFIED MAIL**

ROMAN WENGLOWSKYJ & W LUCIA  
7600 SW 130 ST  
MIAMI, FL 33156-6124

7020 3160 0001 1022 0805

RE: 135 ZAMORA AVE  
FOLIO #03-4108-009-4031

### Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1962. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the date of this letter. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: [http://www.miamidade.gov/pa/property\\_recertification.asp](http://www.miamidade.gov/pa/property_recertification.asp). The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3<sup>rd</sup> Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

Failure to submit the required Report within the allowed time will result in declaring the structure unsafe and referring the matter to the City's Construction Regulation Board ("Board") without further notice; a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com) if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.  
Building Official

City's Exhibit #5



Tracking Number:

Remove X

70203160000110220805

Copy

Add to Informed Delivery

(<https://informedelivery.usps.com/>)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network  
In Transit to Next Facility

January 11, 2022

Departed USPS Regional Facility  
MIAMI FL DISTRIBUTION CENTER  
January 7, 2022, 2:51 am

Arrived at USPS Regional Facility  
MIAMI FL DISTRIBUTION CENTER  
January 4, 2022, 10:19 pm

Hide Tracking History

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Feedback



## The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

4/4/2022

135 ZAMORA LLC

C/O TOM PARKER

1000 BRICKELL AVE, 4TH FLOOR

MIAMI, FL. 33131

7021 2720 0001 4958 9926

**RE: 135 ZAMORA AVE**

**FOLIO # 03-4108-009-4031**

### Notice of Required Inspection For Recertification of 40 Years or Older Building – **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated 1/3/2022, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code. A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). **Additionally you will need to register in the new permitting system to submit report, see the instructions attached.**

**Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination.** The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com) if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.

Deputy Building Official

Tracking Number:

Remove X

70212720000149589926

Copy

Add to Informed Delivery

(<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered and is available at a PO Box at 8:23 am on April 12, 2022 in MIAMI, FL 33134.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIAMI, FL 33134

April 12, 2022, 8:23 am

See All Tracking History

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Feedback



## The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

6/6/2022

*Sent via first class and  
certified mail,  
return receipt number:*

**7021 1970 0000 4016 1449**

135 Zamora LLC  
c/o R & S International  
1000 Brickell Avenue, Ste 400  
Miami, Fl. 33131

**ADDRESS: 135 Zamora Avenue**  
**PROPERTY FOLIO: 03-4108-009-4031**

Dear Property Owner:

This Department has received the Building Recertification Report ("Report"), prepared by the Professionals listed below, that you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for continued occupancy as prescribed in the Miami-Dade County code, Section 8-11.

The Professional that completed the Structural Report is:

Marc O. Touze  
PE#59525  
6731 SW 63 Court  
Miami, Fl. 33143  
305-666-0874

The professional that completed the Electrical Report is:

Marco O Touze  
PE#59525  
6731 SW 63 Court  
Miami, Fl. 33143  
305-666-0874

**If you have any questions regarding this Report, please contact the original architect/engineer which prepared the Report.**



A letter from Marc O Touze from Touze Engineering Consultants INC dated April 22, 2022 has been submitted indicating "the building, although not suitable for recertification, it does not pose an immediate threat to life and may continue occupancy until repairs are completed".

In addition, if repairs are not completed within 180 days of the date of this letter, the City may declare the structure unsafe and take emergency action, pursuant to Section 105-96 of the City Code, to order that the Structure be vacated and to secure the Structure by installing a fence around the perimeter of the Property ("Emergency Action"). Additionally, The City may request that Florida Power and Light, without any further notice, disconnect the power to the Structure. The City may impose a special assessment lien on the property for the cost of the corrective Emergency Action, pursuant to Section 105-98 of the City Code.

**Please note that it shall be unlawful for any person, firm, or corporation or their agents to remove this notice without written permission from the Building Official.**

Once the repairs have been completed the original architect/engineer shall provide a follow-up Report and cover letter (s) indicating the structure is now recommended for recertification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez P.E.  
Deputy Building Official

cc: Peter J Iglesias, P.E., City Manager  
Chief Troy Easley, Fire Marshall  
Miriam Soler Ramos, Esq., B.C.S., City Attorney  
Cristina M. Suarez, Deputy City Attorney and City Prosecutor  
Suramy Cabrera, P.E., Building Official  
Warren Adams, Historical Resources and Cultural Arts Director  
Martha Pantin, Communications & Public Affairs Division Director  
Terri Sheppard, Code Enforcement Field Supervisor  
Construction Regulation Board File

## Goizueta, Virginia

---

**From:** Goizueta, Virginia  
**Sent:** Thursday, June 9, 2022 8:27 AM  
**To:** Tom Parker  
**Subject:** "Letter of extension to make repairs" for 135 Zamora Ave  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Good morning,

Attached please find a copy of the "Letter of extension to make repairs" for 135 Zamora Ave; the original was mailed.

Thank you

Virginia Goizueta  
Building Service Coordinator  
City of Coral Gables  
Development Services Department  
405 Biltmore Way, 3rd Floor  
Coral Gables, Florida 33134  
Office: 305-460-5250

**BEFORE THE CONSTRUCTION REGULATION BOARD**  
**FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,  
Petitioner,

Case No. 22-5120

vs.

Return receipt number:

135 Zamora LLC.  
c/o R & S International, Registered Agent  
Corporate Maintenance Services, LLC.  
1000 Brickell Ave., Ste. 400  
Miami, Fl. 33131  
Respondent.

7021 1970 0000 4015 5608

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY  
AND NOTICE OF HEARING**

Date: December 22, 2022

Re: 135 Zamora Ave, Coral Gables, Fl. 33134, LOT 20 BLK 39, CORAL GABLES DOUGLAS SEC.,  
PB 25-69 and 03-4108-009-4031 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-I 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

**Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2<sup>nd</sup> Florida, Coral Gables, Florida 33134, on, January 9, 2023, at 2:00 p.m.**

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric

**City's Exhibit #6**

utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.



Virginia Goizueta  
Secretary to the Board

#### ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

**Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.**

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c : 135 Zamora LLC., 3155 NW 77th Ave, Miami, FL 33122-1205; 135 Zamora LLC., C/O  
Interamerican Corporate Services LLC., Registered Agent, 2525 Ponce De Leon Blvd, Ste 1225,  
Coral Gables, FL 33134-6049

**BEFORE THE CONSTRUCTION REGULATION BOARD**  
**FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,  
Petitioner,

Case No. 22-5120

vs.

Return receipt number:

135 Zamora LLC  
c/o R & S International, Registered Agent  
Corporate Maintenance Services, LLC.  
1000 Brickell Ave., Ste. 400  
Miami, Fl. 33131  
Respondent.

7021 1970 0000 4015 5677

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY  
AND NOTICE OF HEARING**  
(Revised to correct Mortgagee name)

Date: December 22, 2022

Re: 135 Zamora Ave, Coral Gables, Fl. 33134, LOT 20 BLK 39, CORAL GABLES DOUGLAS SEC.,  
PB 25-69 and 03-4108-009-4031 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-186(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

**Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2<sup>nd</sup> Florida, Coral Gables, Florida 33134, on, January 9, 2023, at 2:00 p.m.**

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.



Virginia Goizueta  
Secretary to the Board

#### ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

**Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.**

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

C ; Banesco USA, 3155 NW 77th Ave, Miami, FL 33122-1205; Banesco USA, C/O Interamerican Corporate Services LLC., Registered Agent, 2525 Ponce De Leon Blvd, Ste 1225, Coral Gables, FL 33134-6049





CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Case #: 22-5120

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE  
ADDRESS OF 135 Zamora Ave., ON December 22, 2022 AT 11:00 am AND  
WAS ALSO POSTED AT CITY HALL.

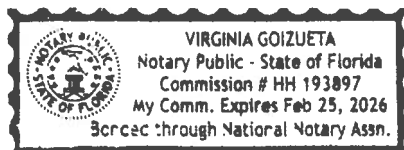
Eduardo Martin  
Employee's Printed Name

[Signature]  
Employee's Signature

STATE OF FLORIDA )  
ss.  
COUNTY OF MIAMI-DADE )

Sworn to (or affirmed) and subscribed before me by means of X physical presence or    online  
notarization, this 22 day of December, in the year 2022, by  
Eduardo Martin who is personally known to me.

My Commission Expires:



[Signature]  
Notary Public

City's Exhibit #7



City's Exhibit #8



Prepared by:

Chie-Young Chyung, Esq.  
9100 S. Dadeland Blvd., Suite 1500  
Miami, FL 33156

Return to:

R&S International Law Group, LLP  
1000 Brickell Avenue, Suite 400  
Miami, FL 33131  
Tel: 305-349-1500  
Matter# 10242.000027

Folio No.: 034-4108-009-4031

## WARRANTY DEED

**THIS WARRANTY DEED** made this 04 day of March, 2022, made by **ROMAN WENGLOWSKYJ and LUCIA M. WENGLOWSKYJ**, husband and wife, hereinafter called the Grantors, to **135 ZAMORA LLC**, a Florida Limited Liability Company, hereinafter called the Grantee:

**WITNESSETH:** That said Grantors, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, release and convey unto the Grantee, its successors and assigns forever the following described land situate, lying and being in Miami-Dade County, Florida, to wit:

**Lot 20, Block 39 of Revised Coral Gables Douglas Section, according to the Plat thereof as recorded in Plat Book 25, Page 69, of the Public Records of Miami-Dade County, Florida.**

Subject to:

- (1) Conditions, restrictions, covenants, easements, limitations, reservations, and other matters contained in the Public Records, if any, and all applicable zoning ordinances.
- (2) Taxes for the year 2022 and subsequent years.

**TOGETHER** with all the tenements, hereditaments and appurtenance thereto belonging or in any wise appertaining.

**TO HAVE AND HOLD** the same in fee simple forever.

AND the Grantors do hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

X [Signature]  
(First Witness Signature)

Kevin Rivas  
(Print First Witness Name)

Roman Wenglowczyk  
Roman Wenglowczyk

X [Signature]  
(Second Witness Signature)

Katrina Rivas  
(Print Second Witness Name)

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4<sup>th</sup> day of March, 2022, by Roman Wenglowczyk who ☐ is personally known to me or ☒ presented the following identification:

Driver License



[Signature]  
NOTARY PUBLIC

X [Signature]  
(First Witness Signature)

Kevin Rivas  
(Print First Witness Name)

Lucia M. Wenglowczyk  
Lucia M. Wenglowczyk, Grantor

3



RECORDATION REQUESTED BY:

**WHEN RECORDED MAIL TO:**

BANESCO USA  
Coral Gables Office  
150 Alhambra Circle  
Suite 100  
Coral Gables, FL 33134

**SEND TAX NOTICES TO:**

BANESCO USA  
Coral Gables Office  
150 Alhambra Circle  
Suite 100  
Coral Gables, FL 33134

This Mortgage prepared by:

Name: ADDIS ARMAS, LOAN CLOSER  
Company: BANESCO USA  
Address: 150 Alhambra Circle , Coral Gables, FL 33134

**MORTGAGE  
FUTURE ADVANCES**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$600,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated March 4, 2022, is made and executed between 135 Zamora LLC, A Florida Limited Liability Company whose address is 1000 Brickell Ave #400, Miami, FL 33131 (referred to below as "Grantor") and BANESCO USA , whose address is 150 Alhambra Circle , Suite 100, Coral Gables, FL 33134 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Miami-Dade County, State of Florida:

Lot 20, Block 39 of REVISED PLAT OF CORAL GABLES DOUGLAS SECTION, according to the Plat thereof as recorded in Plat Book 25, Page(s) 69, of the Public Records of Miami-Dade County, Florida.

**The Real Property or its address is commonly known as 135 ZAMORA AVE, CORAL GABLES, FL 33134.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$650,000.00.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$600,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all

## MORTGAGE (Continued)

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claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such Improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of forty-five (45) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor

## MORTGAGE (Continued)

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from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the Insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**TAX AND INSURANCE RESERVES.** Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

## MORTGAGE (Continued)

Page 4

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured

## MORTGAGE (Continued)

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party under the Uniform Commercial Code.

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**ASSOCIATION OF UNIT OWNERS.** The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

**Power of Attorney.** Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

**Insurance.** The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

**Default.** Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a

## MORTGAGE (Continued)

Page 6

certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Miami-Dade County, State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means 135 Zamora LLC, A Florida Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means 135 Zamora LLC, A Florida Limited Liability Company.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

**Lender.** The word "Lender" means BANESCO USA, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 4, 2022, in the original principal amount of **\$600,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is March 4, 2027.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental



**MORTGAGE  
(Continued)**

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agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**135 ZAMORA LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By: Thomas M Parker  
Thomas M Parker

**WITNESSES:**

X [Signature]  
X [Signature]

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of March, 2022 by Thomas M Parker, Manager of 135 Zamora LLC, A Florida Limited Liability Company, member (or agent), each on behalf of 135 Zamora LLC, A Florida Limited Liability Company, a limited liability company. He or she is personally known to me or has produced A FC Div 611 as identification.



[Signature]  
(Signature of Person Taking Acknowledgment)  
  
SVP  
(Name of Acknowledger Typed, Printed or Stamped)  
(Title or Rank)  
  
  
(Serial Number, if any)



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## Detail by Entity Name

Florida Profit Corporation  
BANESCO USA

### Filing Information

<b>Document Number</b>	P05000030147
<b>FEI/EIN Number</b>	20-2768792
<b>Date Filed</b>	03/01/2005
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	06/07/2022
<b>Event Effective Date</b>	NONE

### Principal Address

3155 NW 77th Ave  
Miami, FL 33122

Changed: 10/13/2022

### Mailing Address

3155 NW 77th Ave  
Miami, FL 33122

Changed: 10/13/2022

### Registered Agent Name & Address

INTERAMERICAN CORPORATE SERVICES LLC  
2525 PONCE DE LEON BLVD  
SUITE 1225  
CORAL GABLES, FL 33134

Name Changed: 09/11/2019

Address Changed: 09/11/2019

### Officer/Director Detail

**Name & Address**

Title PRESIDENT & CEO

Garcia-Velez, Calixto  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title SECRETARY, EVP/CHIEF CORP. GOVERNANCE OFFICER

ESCOTET, MARIA M  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title DIRECTOR

PALOMARES, CARLOS  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title EVP CHIEF ADMINISTRATIVE OFFICER

PINO, LETICIA  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title EVP/CHIEF BSA & COMPLIANCE OFFICER

PRESTAMO, ALBA  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title DIRECTOR

Bril, Abraham S  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title SVP/HEAD OF INTERNATIONAL

Grau, Luis  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title EVP/PUERTO RICO COUNTRY MANAGER

Abadia, Martiza  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title DIRECTOR

Morales, Alvaro J  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title DIRECTOR

ESCOTET ALVIAREZ, JUAN CARLOS  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title SVP/CHIEF CREDIT OFFICER

Vogel, Michel  
150 ALHAMBRA CIRCLE  
Suite 1000  
CORAL GABLES, FL 33134

Title EVP/CHIEF INFORMATION OFFICER

Valle, Julio A  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title Director

Escotet Alvarez, Carlos Eduardo  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title EVP/CHIEF FINANCIAL & RISK OFFICER

SCHOEMI, JOHN K  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title SVP, General Counsel

Sabo, Norma  
150 ALHAMBRA CIRCLE

SUITE 1000  
CORAL GABLES, FL 33134

Title HEAD OF CORPORATE BANKING

HIDALGO, NELSON  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

Title DIRECTOR

ESCOTET, JUAN CARLOS RODRIGUEZ  
150 ALHAMBRA CIRCLE  
SUITE 1000  
CORAL GABLES, FL 33134

### Annual Reports

Report Year	Filed Date
2021	02/19/2021
2021	05/19/2021
2022	01/24/2022

### Document Images

<a href="#">06/10/2022 -- Amended and Restated Articles</a>	<a href="#">View image in PDF format</a>
<a href="#">06/10/2022 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/10/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/19/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/07/2020 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/11/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/30/2019 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2019 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">11/29/2018 -- Amendment</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/19/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">06/26/2013 -- Amended and Restated Articles</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/07/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/23/2011 -- CORAPANC</a>	<a href="#">View image in PDF format</a>

<a href="#">02/23/2011 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">03/17/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/22/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/01/2009 -- Amendment</a>	View image in PDF format
<a href="#">03/20/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/21/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/21/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/01/2005 -- Domestic Profit</a>	View image in PDF format

6731 SW 63 COURT  
MIAMI, FLORIDA 33143

1962

  
TOUZÉ ENGINEERING CONSULTANTS INC.

MARC@TOUZEINC.COM

24

PH: 305 666-0874  
FAX: 305 669-5065

Building Official  
Development Services Department  
405 Biltmore Way, 3<sup>rd</sup> floor  
Coral Gables, FL 33134



City of Coral Gables  
Development Services

**RECT-22-05-0056**

135 ZAMORA AVE

April 22<sup>nd</sup>, 2022

**RE: Recertification of Buildings – 40 Years Old or Older**

Record Owner	135 Zamora LLC
Property Address	135 Zamora Ave
Folio #	03-4108-009-4031 Reference

Dear Building Official,

This letter shall serve to transmit the attached "MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING'S STRUCTURAL RECERTIFICATION" for the above referenced address which will provide an itemized description of the condition of the various components.

This inspection was completed on March 14<sup>th</sup>, 2022.

**I hereby certify this building as being structurally safe for its use and present occupancy**

As a routine matter, in order to avoid any possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure or electrical system. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible. No warranty is either expressed or implied.

Respectfully,



Marc Touzé, P.E.

City's Exhibit #10



MINIMUM INSPECTION PROCEDURAL GUIDELINES  
FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: Marc O Touzé

TITLE: Professional Engineer

JURISDICTION NAME:

ADDRESS: 6731 SW 63 court

Miami, FL 33143

City of Coral Gables

SIGNATURE:

\*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: 135 Zamora

b. Building Street Address: 135 ZAMORA Ave

Bldg. #:

c. Legal Description: 8 54 41 PB 25-69 CORAL GABLES DOUGLAS SEC LOT 20 BLK 39 L Attached: ☒

d. Owner's Name: 135 ZAMORA LLC

e. Owner's Mailing Address: C/O R & S international, 1000 Brickell Avenue Ste 400, Miami, FL 33131

f. Folio Number of Property on which Building is Located: 03-4108-009-4031 Reference

g. Building Code Occupancy Classification: 0803 Multifamily 2-9 units

h. Present Use: Multifamily

i. General Description of building (overall description, structural systems, special features):

135 Zamora Ave consists of 1 two story Multifamily building. 4 Units are one bed/ one bath. 2 Units are

Two-bed/ one bath. 6 Units total. Units are separated by a CMU wall. Reinforced CMU with concrete columns and tie beams. Roofs are wood trusses and decking with tiles.

j. Number of Stories: 2

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

N/A



n. Additions to original structure:	
None apparent	
o. Total Actual Building Area of all floors: 2923	S.F.

<b>2. INSPECTIONS</b>	
a. Date of Notice of Required Inspection: January 3rd, 2022	
b. Date(s) of actual inspection: March 3rd, 2022 - March 14th, 2022	
c. Name, license number, discipline of practice, and qualifications of licensee submitting report:	
Marc O Touzé PE # 59525	
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:	
None required	
e. Are Any Structural Repairs Required? (YES/NO): No <input checked="" type="radio"/>	
1. If required, describe, and indicate acceptance:	
N/A	
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes <input checked="" type="radio"/>	
1. Explanation/Conditions:	
g. Is it recommended that the building be vacated? (YES/NO): No <input checked="" type="radio"/>	
h. Has the property record been researched for violations or unsafe cases? (YES/NO): Yes <input checked="" type="radio"/>	
1. Explanation/Comments:	

*[Handwritten Signature]*  
04/12/22

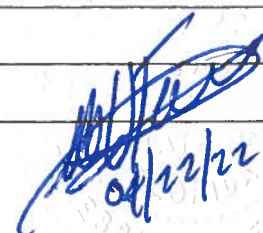
b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
None observed	
c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
Fair condition	
d. Cracks: Note location in significant members. Identify crack size as <b>HAIRLINE</b> if barely discernible; <b>FINE</b> if less than 1 mm in width; <b>MEDIUM</b> if between 1- and 2-mm width; <b>WIDE</b> if over 2 mm.	PROVIDE PHOTO
No significant cracks observed	
e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
Fair condition. Minimal stain and fade.	
f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
Normal maintenance	
g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)	
Normal residential	
h. Signs of overloading? (Yes/No): No	
1. Describe:	

*[Handwritten signature]*  
04/22/22

<b>6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)</b>		<b>PROVIDE PHOTO</b>
a. Concrete masonry units: <b>Good condition</b>		
b. Clay tile or terra cotta units:		
c. Reinforced concrete tie columns:		
d. Reinforced concrete tie beams: <b>Good condition</b>		
e. Lintel:		
f. Other type bond beams:		<b>PROVIDE PHOTO</b>
g. Exterior masonry finishes (choose those that apply):		
1. Stucco: <b>Fair condition</b>		
2. Veneer:		
3. Paint only:		
4. Other (describe):		
h. Interior masonry finishes (choose those that apply):		<b>PROVIDE PHOTO</b>
1. Vapor barrier:		
2. Furring and plaster: <b>Fair condition</b>		
3. Paneling:		
4. Paint only:		
5. Other (describe):		
i. Cracks:		<b>PROVIDE PHOTO</b>
1. Location (note beams, columns, other): <b>None observed</b>		
2. Description:		
j. Spalling		<b>PROVIDE PHOTO</b>
1. Location (note beams, columns, other): <b>None observed</b>		
2. Description:		

*[Handwritten signature]*  
04/22/22

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
Tiles in fair condition	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
None observed	
8. Note any expansion joints and condition:	PROVIDE PHOTO
None	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
1st floor – Concrete slab on grade with various coverings appears in good condition.	
2nd floor– Conventional wood joists in good condition.	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
South of building, Concrete, Fair Condition	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
Southeast and Northeast of building, Concrete, Fair Condition	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
N/A	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
Metal guardrails in good condition	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
Adequate visibility.	



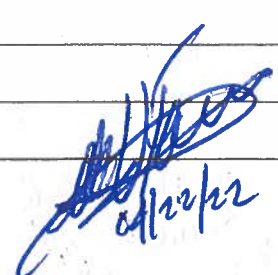
<b>8. STEEL FRAMING SYSTEM</b>	
a. Description of system at each level:	PROVIDE PHOTO
None Observed	
b. Steel members: describe condition of paint and degree of corrosion:	PROVIDE PHOTO
Balcony guardrails in good condition.	
c. Steel connections: describe type and condition:	PROVIDE PHOTO
None	
d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection:	PROVIDE PHOTO
None	
e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location):	PROVIDE PHOTO
None	
f. Elevator sheave beams and connections, and machine floor beams: note condition:	PROVIDE PHOTO
N/A	

<b>9. CONCRETE FRAMING SYSTEM</b>	
a. Full description of concrete structural framing system:	PROVIDE PHOTO
Concrete spread footings. CMU walls with reinforced concrete tie beams and columns.	
b. Cracking	
1. Significant or Not significant: Not significant	
2. Location and description of members affected and type cracking:	

*[Handwritten signature]*  
09/22/22

c. General condition	
Good Condition	
d. Rebar corrosion – check appropriate line	
1. None visible: <input checked="" type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
3. Significant but patching will suffice:	PROVIDE PHOTO
4. Significant: structural repairs required (describe):	PROVIDE PHOTO
e. Samples chipped out in spall areas:	
1. No: <input checked="" type="checkbox"/>	PROVIDE PHOTO
2. Yes, describe color, texture, aggregate, general quality:	
f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection:	PROVIDE PHOTO
None Apparent	

<b>10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS</b>	
a. Windows/Storefronts/Curtainwalls	PROVIDE PHOTO
1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):	
Jalousie	
2. Anchorage: type and condition of fasteners and latches:	
Fair Condition	





3. Sealant: type and condition of perimeter sealant and at mullions:	
Fair Condition	
4. Interiors seals: type and condition at operable vents:	
Fair Condition	
5. General condition:	
Fair Condition	
6. Describe any repairs needed:	
N/A	
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): No	
1. Previous Inspection Date:	
2. Description of Curtain Wall Structural Glazing and adhesive sealant:	
3. Describe Condition of System:	
c. Exterior Doors	PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):	
Wood	
2. Anchorage: type and condition of fasteners and latches:	
Fair Condition	
3. Sealant: type and condition of sealant:	
Caulking in fair condition	

*[Handwritten signature]*  
4/22/22

4. General condition:
Good Condition
5. Describe any repairs needed:

<b>11. WOOD FRAMING</b>	
a. Fully describe wood framing system:	PROVIDE PHOTO
Conventional wood interior partition walls, 2nd floor joists, trusses	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
Fair Condition	
2. Floors:	
Fair Condition	
3. Roof member, roof trusses:	
Fair Condition	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
None observed.	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
Good condition	

*[Handwritten signature]*  
04/12/22



e. Drainage: note accumulations of moisture	PROVIDE PHOTO
No evidence of current water intrusion observed	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
Adequate ventilation at soffit vents	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
Adequate visibility	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
N/A	

<b>12. BUILDING FAÇADE INSPECTION (Threshold Buildings)</b>	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
N/A	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
N/A	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
N/A	

*[Handwritten signature]*  
04/22/22

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
None	
b. Indicate condition of the special feature, its supports, and connections:	

Reset Form

*[Handwritten signature]*  
04/12/22

**CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS  
REQUIREMENTS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

April 22<sup>nd</sup>, 2022

Re:	Folio No.	03-4108-009-4031 Reference
	Property Address	135 Zamora Ave
	Building Description	135 Zamora Ave consists of 1 two story Multifamily building. 4 Units are one bed/ one bath. 2 Units are two-bed/ one bath. 6 Units total. Units are separated by a CMU wall. Reinforced CMU with concrete columns and tie beams. Roofs are wood trusses and decking with concrete tiles.

The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license.  
On **March 3<sup>rd</sup>, 2022**, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are not protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.

  
04/22/22

(Signature)

Marc O Touze, PE

(Print Name)

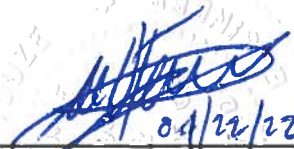
Seal of Architect or Engineer Executing the  
Certification Must be Affixed in the Above Space

**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION  
STANDARDS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

April 22<sup>nd</sup> , 2022

Re:	Folio No. 03-4108-009-4031 Reference Property Address 135 ZAMORA Ave Building Description 135 Zamora Ave consists of 1 two story Multifamily building. 4 Units are one bed/ one bath. 2 Units are two-bed/ one bath. 6 Units total. Units are separated by a CMU wall. Reinforced CMU with concrete columns and tie beams. Roofs are wood trusses and decking with tiles.
-----	---

1. I am a Florida registered professional engineer or architect with an active license.
2. On March 14<sup>th</sup> , 2022 at 9:25 pm, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum 2.25 foot candle per SF, Minimum 0.03 candle per SF, Minimum to Maximum ratio 1:2.25, Foot candle 1.37 averages per SF.
4. The level of illumination provided in the parking lot(s) **does not meet** the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.
5. Meter used is manufactured by Extech Instruments (EA31) meter Calibrated per NIST standards.

  
04/22/22  
\_\_\_\_\_  
(Signature)

Marc O Touze, PE  
(Print Name)

Seal of Architect or Engineer Executing the  
Certification must be affixed in the Above Space

6731 SW 63 COURT  
MIAMI, FLORIDA 33143

  
TOUZÉ ENGINEERING CONSULTANTS INC.

MARC@TOUZEINC.COM

PH: 305 666-0874  
FAX: 305 669-5065

Building Official  
Development Services Department  
405 Biltmore Way, 3<sup>rd</sup> floor  
Coral Gables, FL 33134

April 22<sup>nd</sup>, 2022

**RE: Recertification of Buildings – 40 Years Old or Older**

Record Owner	135 Zamora LLC
Property Address	135 Zamora Ave
Folio #	03-4108-009-4031 Reference

Dear Building Official,

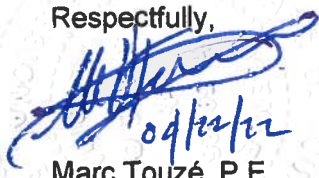
This letter shall serve to transmit the attached "MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING'S ELECTRICAL RECERTIFICATION" for the above referenced address which will provide an itemized description of the condition of the various components.

This inspection was completed on March 14<sup>th</sup>, 2022.

**I hereby certify this building as needing minor electrical remediation for its intended use and occupancy..**

As a routine matter, in order to avoid any possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure or electrical system. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible. No warranty is either expressed or implied.

Respectfully,

  
04/22/22

Marc Touzé, P.E.



MINIMUM INSPECTION PROCEDURAL GUIDELINES  
FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: Marc O Touzé

TITLE: Professional Engineer PE # 59525

JURISDICTION NAME:

ADDRESS: 6731 SW 63 court

Miami, FL 33143

City of Coral Gables

SIGNATURE:

\*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: 135 Zamora

b. Building Street Address: 135 ZAMORA Ave

Bldg. #:

c. Legal Description: 8 54 41 PB 25-69 CORAL GABLES DOUGLAS SEC LOT 20 BLK 39 I Attached: ☒

d. Owner's Name: 135 ZAMORA LLC

e. Owner's Mailing Address: C/O R & S international, 1000 Brickell Avenue Ste 400, Miami, FL 33131

f. Folio Number of Property on which Building is Located: 03-4108-009-4031 Reference

g. Building Code Occupancy Classification: 0803 Multifamily 2-9 units

h. Present Use: Multifamily

i. General Description of building (overall description, structural systems, special features):

135 Zamora Ave consists of 1 two story Multifamily building. 4 Units are one bed/ one bath. 2 Units are Two-bed/ one bath. 6 Units total. Units are separated by a CMU wall. Reinforced CMU with concrete columns and tie beams. Roofs are wood trusses and decking with tiles.

j. Number of Stories: 2

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

N/A

## 2. INSPECTIONS

a. Date of Notice of Required Inspection: January 3rd, 2022

b. Date(s) of actual inspection: March 3rd, 2022 - March 14th, 2022

c. Name and qualifications of licensee submitting report:

Marc O Touzé PE # 59525

d. Are Any Electrical Repairs Required? (YES/NO): Yes

1. If required, describe, and indicate acceptance:

Main electrical room is equipped with (7) mains. Max of 6 Mains allowed.

Remediations and electrical permit is required. Outdated switchgear requires replacement.

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes

1. Explanation/Conditions:

Building is safe to be occupied during remediations.

## 3. ELECTRICAL SERVICE

PROVIDE PHOTO

a. Size: Voltage ( 120/2 ) Amperage ( 400 ) Type: Fuses ( ) Breakers ( XXX )

b. Phase: Three-Phase ( ☐ ) Single Phase ( ☒ )

c. Condition: Good ( ☐ ) Fair ( ☐ ) Needs Repair ( ☒ )

Comments:

Remediations and electrical permit is required.

## 4. METERING EQUIPMENT

PROVIDE PHOTO

1. Clearances: Good ( ☒ ) Fair ( ☐ ) Needs Correction ( ☐ )

Comments:

7 mains and meters are present. Max 6 mains allowed. Remediations and electrical permit is required.

*[Handwritten signature]*  
04/22/22

Comments:
Improper working clearances at units 1,3,4, and 6. Remediations are required

<b>8. BRANCH CIRCUITS</b>				PROVIDE PHOTO
1. Identified:	Yes	( <input type="checkbox"/> )	Must be Identified	( <input checked="" type="checkbox"/> )
2. Conductors:	Good	( <input type="checkbox"/> )	Deteriorated	( <input type="checkbox"/> )
			Must be Replaced	( <input type="checkbox"/> )
Comments:				
The majority of branch circuits in electric panels are not identified. Some panels have hand written labels. Accurate typewritten panel schedules are required.				

<b>9. GROUNDING OF SERVICE</b>		PROVIDE PHOTO
Good	( <input checked="" type="checkbox"/> )	Needs Repair ( <input type="checkbox"/> )
Comments:		
N/A		

<b>10. GROUNDING OF EQUIPMENT</b>		PROVIDE PHOTO
Good	( <input checked="" type="checkbox"/> )	Needs Repair ( <input type="checkbox"/> )
Comments:		
N/A		

*[Handwritten signature]*  
04/22/22



**11.SERVICE CONDUIT/RACEWAYS**

PROVIDE PHOTO

Good ( ☒ )Needs Repair ( ☐ )

Comments:

N/A

**12.GENERAL CONDUIT/RACEWAYS**

PROVIDE PHOTO

Good ( ☒ )Needs Repair ( ☐ )

Comments:

N/A

**13.WIRE AND CABLES**

PROVIDE PHOTO

Good ( ☒ )Needs Repair ( ☐ )

Comments:

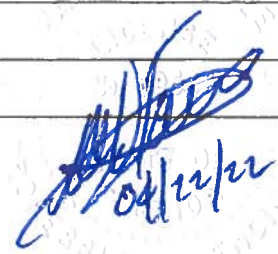
N/A

**14.BUSWAYS**

PROVIDE PHOTO

Good ( ☒ )Needs Repair ( ☐ )

Comments:



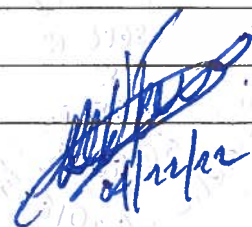
Handwritten signature and blue circular professional engineer stamp.

<b>19. BUILDING EGRESS ILLUMINATION</b>	PROVIDE PHOTO
Good ( <input checked="" type="checkbox"/> )	Needs Repair ( <input type="checkbox"/> )      N/A ( <input type="checkbox"/> )
Comments:	

<b>20. FIRE ALARM SYSTEM</b>	PROVIDE PHOTO
Good ( <input type="checkbox"/> )	Needs Repair ( <input type="checkbox"/> )      N/A ( <input checked="" type="checkbox"/> )
Comments:	
Not installed or required	

<b>21. SMOKE DETECTORS</b>	PROVIDE PHOTO
Good ( <input type="checkbox"/> )	Needs Repair ( <input checked="" type="checkbox"/> )      N/A ( <input type="checkbox"/> )
Comments:	

<b>22. EXIT LIGHTS</b>	PROVIDE PHOTO
Good ( <input type="checkbox"/> )	Needs Repair ( <input type="checkbox"/> )      N/A ( <input checked="" type="checkbox"/> )
Comments:	
Not installed or required	



**27.WIRING TO MECHANICAL EQUIPMENT**

PROVIDE PHOTO

Good ( ☒ )Needs Repair ( ☐ )N/A ( ☐ )

Comments:

**28.ADDITIONAL COMMENTS**

Duplex receptacles located within 6 feet of a water source, garage spaces, and exterior areas are not GFI protected. Provisions for GFI receptacles in bathrooms, washrooms, garage, and exterior spaces units throughout are required.

Reset Form





City of Coral Gables  
Development Services

# Office Set

**RECT-22-05-0056**

135 ZAMORA AVE

Folio #: 0341080094031

Description: BUILDING  
RECERTIFICATION (YEAR BUILT  
1962)

EL EC 2205 0463  
ME \_\_\_\_\_  
PL \_\_\_\_\_

USE AND OCCUPANCY \_\_\_\_\_  
OCCUPANT LOAD \_\_\_\_\_  
BUILDING CODE \_\_\_\_\_ VERSION \_\_\_\_\_  
CONSTRUCTION TYPE \_\_\_\_\_

RESIDENTIAL \_\_\_\_\_ NON-RESIDENTIAL \_\_\_\_\_

INDICATE THE TYPE OF FLOOD ZONE AND  
PROPOSED LOWEST FLOOR ELEVATION OR  
FLOOD PROOFING ELEVATION IN RELATION TO  
MEAN SEA LAND LEVEL (M.S.L.)

	DISTRICT	REQUIRED	PROPOSED
CHH	_____	_____	_____
SFH	_____	_____	_____
OTHER	_____	_____	_____

NEW CONSTRUCTION	SUBSTANTIAL IMPROVEMENT
YES _____	YES _____
NO _____	NO _____

Special Inspector required  
for the following:

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for \_\_\_\_\_

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING	<u>up</u>	<u>5/2/22</u>
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/> CITY ARCHITECT		
<input type="checkbox"/> OWNER BUILDER		

Subject to compliance with all Federal, State, County  
and City rules and regulations. City assumes no  
responsibility for accuracy of or results from these plans.  
THIS COPY OF PLANS MUST BE AVAILABLE ON  
BUILDING SITE OR AN INSPECTION WILL NOT BE  
MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT  
CONSTITUTE APPROVAL OF ANY STRUCTURE OR  
CONDITION NOT IN COMPLIANCE WITH ANY  
APPLICABLE CODES